

I527-9196

**COPY**

**RETAINER AGREEMENT  
FOR LEGAL SERVICES**

Date: \_\_\_\_\_

Re: Immigrant Investor Services  
For KIM, Dong Ho, Immigrant Investor

Dear KIM, Dong Ho:

We appreciate the confidence you have shown in retaining our firm to represent you in applying for an EB-5 Lawful Permanent Resident Visa for you.

As we have agreed, our firm's total fee to handle your case will be \$7,500.00, plus expenses that are explained herein, which amount will be paid by you to us and deposited into our firm's general account.

This fee pertaining to your immigration case shall be paid upon the signing of this agreement and shall be deemed earned by the law firm upon issuance of the Conditional Immigrant Investor Visa at the time of Consular Processing or Adjustment of Status.

In the event your immigration benefits are not granted for any reason other than government denial based on a review of the merits of your case, such as your change of decision, your unwillingness to provide the required documentation, death, marriage to a U.S. Citizen, involvement in a disqualifying act such as a crime or misrepresentation to a U.S. Government official, or disqualifying medical condition such as certain infectious diseases, the full fee shall be deemed earned by the law firm. If, however, you do not obtain conditional lawful permanent residence because the U.S. Government determines that the investment program does not qualify you for U.S. Immigration benefits, then any fees paid by you shall be refunded in full.

You understand that within two years of obtaining conditional lawful permanent resident status, INS regulations require the filing of a petition for removal of the conditional status. The law firm will represent you for purposes of removing the condition and there will be no additional fee. You will be provided at no cost to you a separate insurance policy that will provide for the guaranteed return of all legal fees in the event the conditional status is not removed. The law firm's representation of you during this procedure is wholly dependent upon your supplying accurate information regarding your current residence during the two-year conditional period.

The law firm also agrees to assist you in obtaining the promised return set forth in the Investment Agreement and Power of Attorney, and further, The law firm will assist you in filing a claim under performance guarantee bonds provided by the insurance company should it be necessary and you are a beneficiary under the insurance policy.

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VERSION B**

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The aforementioned fees do not include, and you will be required to pay for, the out-of-pocket costs which may be incurred in the handling of your case, including filing fees, facsimile, photocopy and courier costs, translations, advertising, travel, and other miscellaneous expenses in the amount of \$500.00.

You agree to provide to our firm accurate, truthful and complete information and documents regarding all matters, and you understand that we are relying upon you, and upon the information and documents you provide, to make representations to various governmental agencies, which representations are legally binding upon you. It is therefore necessary for you to be truthful and complete in furnishing us with any and all information.

Please be assured that our law firm shall use its best professional efforts and expertise to achieve a successful result for you. However, please understand that we cannot guarantee any particular outcome with respect to your case, or the time your case may take to complete, because the legal adjudication of your case will be undertaken by United States Government agencies that determine eligibility for benefits under the U.S. Immigration Laws and Regulations, and may involve processing time and delays beyond our control.

Please understand that the law firm has assisted American Immigration Service, Inc. ("AIS") in creating this investment program which, in the opinion of the law firm based upon its analysis of the applicable laws, regulations and opinions and upon petitions which have heretofore been approved by the Immigration and Naturalization Service and Department of State, will enable you to obtain the U.S. immigration benefits which you seek, assuming you and your family members are otherwise qualified to become U.S. lawful permanent residents.

In so assisting AIS in the creation of this program so as to comply with the immigration laws and regulations of the United States, The law firm has been paid attorney fees by AIS and will hereafter be paid attorney fees by AIS in connection with its rendering of legal services.

Although The law firm is able to render its legal opinion as to the suitability of the AIS investment program for immigration purposes, The law firm is unable to render and does not render any opinion as to the economic merits of this investment program.

Since our firm may represent both you and AIS, we have advised you that a conflict of interest may exist at some time between you and AIS, and that each of you should retain independent legal counsel for the purpose of advising you of your rights with respect to the aforementioned investment. Each of you, therefore, knowingly consents to the participation of The law firm in the creation of the investment package and in the representation of the investor's interests for purposes of immigration to the United States.

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If this Retainer Agreement accurately reflects our understanding and agreement, please sign one copy and return the same to this office, retaining the original for your files.

We look forward to working closely with you on this matter. Please feel free to contact us at any time with any questions or comments you may have.

Very truly yours,

By: \_\_\_\_\_  
Attorney of Record

I have read this Agreement and I fully understand its terms and accept this Agreement in its entirety.

\_\_\_\_\_  
Date

*Kim Doyles*